

AG Contract No. KR02-1931TRN  
ADOT ECS File No. JPA 02-140  
Project: TEA 387-A-(1)A  
and TEA 387-A-(3)A  
TRACS: 387 PN 1.18 H5698 01C  
and 387 PN 5 H6182 01C  
Section: **SR 387 (Pinal Ave.)**  
**Landscaping and Median**  
**Landscaping**

**INTERGOVERNMENTAL AGREEMENT  
TRANSPORTATION ENHANCEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF CASA GRANDE

THIS AGREEMENT is entered into 19th November, 2002 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the City of Casa Grande, acting by and through its City Manager and City Council (the "City").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape 2 sections on the east side of SR 387 (Pinal Avenue), in Casa Grande from milepost (MP) 1.18 to MP 2.0 (O'Neil to Korsten), (TRACS No. H5698 01C); and from MP 5.2 to MP 6.2 (Airport Entrance to Val Vista Boulevard), (TRACS No. H6182 01C), within existing medians in Casa Grande, herein referred to as the "Project". The Project will include the installation of drought tolerant landscaping, gravel mulch and irrigation within the Project area. The purpose of this agreement is to define each party's responsibility regarding the design, construction, funding and maintenance of the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25633  
Filed with the Secretary of State

Date Filed: 11/19/02

Betsy Gayles  
Secretary of State

By Dan P. Grunewald

**II. SCOPE OF WORK**

1. The State will prepare landscape architectural design plans for the Project and submit them to the City for concurrence.

2. After City concurrence of the plans, the Project will be constructed by the State using State and Federal funds, in an amount currently estimated at \$80,000.00 for both Project's sections.

3. The City shall furnish all water for landscape installation during the construction phase, a point of connection (POC) for the irrigation system, and all water thereafter necessary to properly maintain the landscape, all at City expense.

4. Upon completion of construction, the City shall provide for, at its own cost and as an annual item in its budget for perpetual and proper maintenance of all landscape improvements, including, but not limited to landscaping, the irrigation system, pay for irrigation system electric, including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and established at the completion of the Project.

5. The City shall ensure that all maintenance work will be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

**III. MISCELLANEOUS PROVISIONS**

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain the project area.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E  
Phoenix, AZ. 85007

City of Casa Grande  
City Manager  
510 E. Florence Boulevard  
Casa Grande, AZ. 85222

7. Attached hereto is the written determination of each party's legal counsel the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

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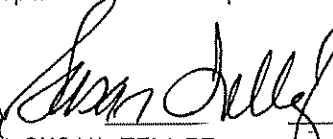
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF CASA GRANDE**

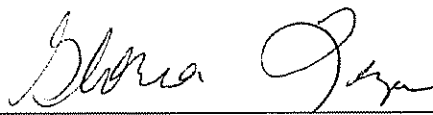
By   
KEN BUCHANAN  
City Manager

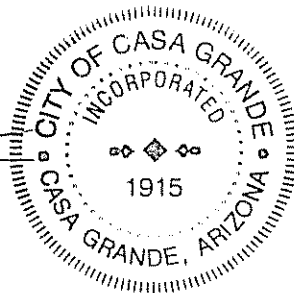
**STATE OF ARIZONA**

Department of Transportation

By   
SUSAN TELLEZ  
Contract Administrator

**ATTEST**

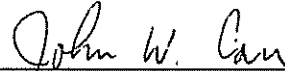
By   
GLORIA LEIJA  
City Clerk



RESOLUTION

BE IT RESOLVED on this 11<sup>th</sup> day of October, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Casa Grande, for the purpose of landscaping 2 sections on the east side of SR 387 (Pinal Avenue), in Casa Grande from milepost (MP) 1.18 to MP 2.0 (O'Neil to Korsten), (TRACS No. H5698 01C); and from MP 5.2 to MP 6.2 (Airport Entrance to Val Vista Boulevard), (TRACS No. H6182 01C), within existing medians in Casa Grande, for the benefit and safety of the traveling public.

Therefore, authorization is hereby granted to draft said agreement, which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



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JOHN W. CARR, P.E., Staff Engineer  
Intermodal Transportation Division

for VICTOR M. MENDEZ, Director

RESOLUTION NO. 3231

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, APPROVING THE TERMS AND CONDITIONS OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY FOR THE STATE'S PROVISION AND THE CITY'S MAINTENANCE OF LANDSCAPING OF MEDIANS WITHIN TWO (2) SECTIONS ON THE EAST SIDE OF STATE ROUTE 387 FROM MILEPOST 5.2 TO MILEPOST 6.2; AND AUTHORIZING THE EXECUTION OF THE IGA BY THE CITY MANAGER.

WHEREAS, the State is empowered by Arizona Revised Statutes (A.R.S.) §28-401 to enter into an intergovernmental agreement for the provision of landscaping within the medians of State Route 387; and

WHEREAS, the City is empowered by A.R.S. §48-572 and this resolution to enter into an intergovernmental agreement for the maintenance of the landscaping within the medians of State Route 387; and

WHEREAS, the City finds that it mutually beneficial for the State and City to enter into such an agreement;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:

The Mayor and Council of the City of Casa Grande hereby:

1. Approving the terms and conditions of an Intergovernmental Agreement (IGA) between the State of Arizona and the City for the State's provision and the City's maintenance of landscape improvements within medians of two (2) sections on the east side of State Route 387 from milepost 5.2 to milepost 6.2. City shall furnish, at its sole expense, the following:

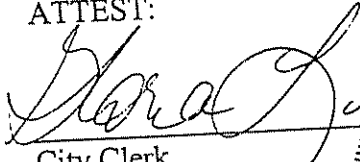
- A. All water for landscape installation during the construction phase of project;
- B. A point of connection for the irrigation system for the landscaping being provided and installed by the State;
- C. All water after installation to properly maintain the landscaping; and
- D. Provide for, at its sole cost and as an annual item in its budget, perpetual and proper maintenance of all landscaping improvements including, but not limited to, the plantings, the irrigation system, power source for irrigation system, and for all testing adjusting, repairing, and operation of the irrigation system.

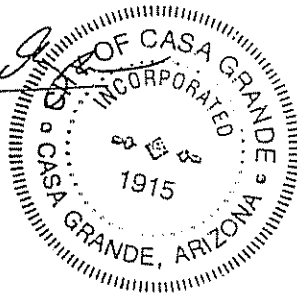
2. Authorize the execution of the IGA by the City Manager.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande,  
Arizona, this 4th day of November, 2002.

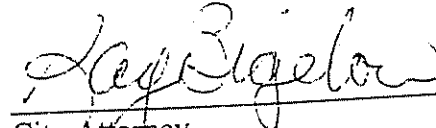
  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk



APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

APPROVAL OF THE CITY OF CASA GRANDE ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the CITY OF CASA GRANDE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 31<sup>st</sup> day of October, 2002.

  
\_\_\_\_\_  
Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL  
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

JANET NAPOLITANO  
ATTORNEY GENERAL

TRN Main: (602) 542-1680  
Direct: (602) 542-8855  
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680  
FACSIMILE : (602) 542-3646

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR02-1931TRN (JPA 02-140), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED November 13, 2002.

JANET NAPOLITANO  
Attorney General

SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section

/srs

Att.